

This cooperative agreement covers the following program for 2006 Fiscal Year:

Water Department, streamflow-gaging stations:

	Wichita	USGS	FY06 Cost
07144780 NF Ninnescah River above Cheney Reservoir	\$6,875	\$5,975	\$12,850
07144790 Cheney Reservoir near Cheney	\$2,266	\$1,854	\$4,120
07144795 NF Ninnescah River at Cheney Reservoir	\$6,875	\$5,975	\$12,850

Public Works Department, streamflow-gaging stations and equipment rental:

07144470 Cowskin Creek at 29 th St. North of Wichita	\$2,266	\$1,854	\$4,120
07144485 Cowskin Creek at Maple St.	\$6,875	\$5,975	\$12,850
07144550 Arkansas River at Derby	\$4,600	\$3,750	\$8,350
Rental of 6 data loggers and supporting equipment	\$5,500		\$5,500
Total Program	\$35,257	\$25,383	\$60,640

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer # KS006
Agreement # 05C4KS004200000
Project # 8595AOU/Account 8595-00100
TIN # 48-6000653
Fixed Cost Agreement Yes

FOR
Streamgaging

THIS AGREEMENT is entered into as of the **1st** day of **October, 2005**, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **City of Wichita, Kansas**, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **Streamgaging at 6 sites and miscellaneous services** herein called the program.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program.

- (a) **\$24,808** by the party of the first part during the period
October 1, 2005 to September 30, 2006
- (b) **\$35,832** by the party of the second part during the period
October 1, 2005 to September 30, 2006

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. Billing for this agreement will be rendered **Quarterly**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. GEOLOGICAL SURVEY
UNITED STATES
DEPARTMENT OF THE INTERIOR

City of Wichita, Kansas

By: Walter R. Aucott Date: 7/29/05 By: Christopher M. Carrier Date: 8-26-05

Title: **Walter R. Aucott**
Director, KS WSC

Christopher M. Carrier, P.W., Director
By: Dept of Public Works/City of Wichita Date: 8/26/05

By: David Warren Date: 8/29/05
David Warren, Director
Dept of Water & Sewer/City of Wichita

(USE REVERSE SIDE IF ADDITIONAL SIGNATURES ARE REQUIRED)

Approved as to form: Gary Rebenstorf
Gary Rebenstorf
Director of Law

Carlos Mayans, Mayor

Karen Sublett, City Clerk